

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARTIN LUTHER KING, JR.
COUNTY, et al.,

Plaintiffs,

v.

SCOTT TURNER in his official capacity
as Secretary of the U.S. Department of
Housing and Urban Development, et al.,

Defendants.

No. 2:25-cv-00814-BJR

DECLARATION OF JAMES WONG

I, JAMES WONG declare as follows:

1. I am over the age of eighteen, competent to testify, and make this declaration based on my personal knowledge and my review of relevant business records.

Personal Background

2. I am the Housing Director of the Housing Department for the City of Pasadena ("Pasadena"). I have held this position since March 2025. In my capacity as the Housing Director, my duties include directing, coordinating, and overseeing activities of the Housing Department which is comprised of four divisions: (1) Supportive Housing, (2) Rental Assistance, (3) Community Development, and (4) Municipal Assistance, Solutions, and Hiring ("MASH"). The Supportive Housing Division, in particular, provides services intended to serve Pasadena's homeless population. In my capacity as Housing Director, my duties further

DECLARATION OF JAMES WONG - 1
No. 2:25-cv-00814-BJR

PACIFICA LAW GROUP LLP
401 Union Street, Suite 1600
Seattle, WA 98101-2668
SEATTLE, WASHINGTON 98101-3404
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FACSIMILE: (206) 245-1750

1 include managing and overseeing Pasadena's federal and state grant applications and contracts
2 for housing-related programs.

3 **Pasadena's Homeless Population and Homelessness Assistance Programs**

4 3. On the night of the Point-in-Time Homeless Count in 2024, there were over 550
5 homeless individuals in Pasadena.

6 4. In order to assist people experiencing homelessness, Pasadena receives funding
7 from the U.S. Department of Housing and Urban Development's ("HUD") Continuum of Care
8 ("CoC") program. These CoC funds go toward various solutions to addressing homelessness
9 including (1) permanent supportive housing ("PSH") in Pasadena which provides long-term,
10 affordable housing combined with supportive services for individuals and families experiencing
11 homelessness and (2) rapid rehousing programs which help individuals and families in Pasadena
12 exit homelessness and return quickly to permanent housing by providing temporary rental
13 assistance and other supportive services such as a housing search and stability case management.

14 **CoC Grants Application Process**

15 5. Pasadena has applied annually for CoC funding as part of a continuum known as
16 the Pasadena Continuum of Care CA-607 ("Pasadena CoC") since 1995.

17 6. The Pasadena CoC consists of a network of service providers and other
18 community stakeholders in the Pasadena area. Pasadena is the collaborative applicant designated
19 by the Pasadena CoC to submit the CoC grant application on the Pasadena CoC's behalf.
20 Pasadena's Supportive Housing Division oversees the Pasadena CoC, developing strategic plans
21 and policies for the City's homeless response system, coordinating and conducting the annual
22 homeless count, and managing a portfolio of federal, state, and county funds which are allocated
23 to the Pasadena CoC.

24 7. The CoC application process begins when HUD posts a Notice of Funding
25 Opportunity ("NOFO"). The NOFO includes information on eligibility, application scoring
26 criteria, and award administration, including a section on "Administrative, National and
27 Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs" that

1 lists various statutes and regulations with which grantees must comply. Pursuant to the NOFO,
 2 the continuum submits a system-wide application that describes the local homelessness landscape
 3 and the continuum's response along with individual project applications. HUD scores the
 4 system-wide application, giving points for responses that show progress and align with HUD's
 5 priorities. The NOFO indicates how much funding a continuum is eligible to apply for. The
 6 application score determines whether and how much money is awarded to the projects included
 7 in the continuum application, with a separate grant agreement for each project. The sum of the
 8 grants awarded to the individual projects equals the amount awarded to the continuum as a whole.

9 8. In July 2024, HUD posted a biennial NOFO for CoC grants for Fiscal Years
 10 ("FY") 2024 and 2025. Pasadena CoC timely submitted a consolidated application for CoC
 11 funding.

12 9. On or about January 14, 2025, HUD announced that Pasadena CoC was awarded
 13 a total of approximately \$6.5 million of FY 2024 CoC funding subject to grant signature.
 14 Pasadena notified its grant subrecipients of this award.

15 10. This \$6.5 million of CoC funding conditionally awarded to the Pasadena CoC is
 16 spread across 15 individual grants. Of these 15 individual grants, eight fund permanent
 17 supportive housing programs, three fund rapid rehousing programs, two fund Coordinated Entry
 18 Systems, one funds a Homeless Management Information System ("HMIS"), and one funds
 19 Planning. Attached as **Exhibit A** is a true and correct copy of the Award Letter from HUD dated
 20 March 11, 2025.

21 **New Conditions Imposed on Awarded CoC Funds**

22 11. On or about March 28, 2025, Pasadena received an individual grant agreement
 23 ("CoC Agreement") from HUD for CoC funds applied for in FY 2024. The CoC Agreement
 24 contains additional funding conditions that were not included in the NOFO and that Pasadena
 25 was not aware of when it applied for funding. Specifically, the CoC Agreement states that the
 26 grant recipient:

- 27 • "shall not use grant funds to promote 'gender ideology', "

- 1 • “agrees that its compliance in all respects with all applicable Federal anti-
- 2 discrimination laws is material” for purposes of the False Claims Act,
- 3 • “certifies that it does not operate any programs that violate any applicable Federal
- 4 anti-discrimination laws, including Title VI of the Civil Rights Act,”
- 5 • “shall not use any Grant Funds to fund or promote elective abortions,”
- 6 • “must administer its grant in accordance with all applicable immigration restrictions
- 7 and requirements” including certain PRWORA requirements, and
- 8 • “may [not] use that [grant] funding in a manner that by design or effect facilitates
- 9 the subsidization or promotion of illegal immigration.”

10 The CoC Agreement further requires the grant recipient to certify that the agreement and use of
 11 grant funds under the agreement “are governed by ... all current Executive Orders.” None of
 12 these conditions appeared in prior CoC agreements. Attached to this Declaration as **Exhibit B**
 13 is a true and correct copy of CoC Agreement CA0658L9D072417, i.e., the CoC Agreement
 14 received by Pasadena in March 2025 that includes these additional funding conditions. This CoC
 15 Agreement needed to be signed no later than May 12, 2025, a regulatory deadline.

16 12. These new conditions are difficult, if not impossible, to meet.

17 13. For example, Pasadena’s contracts with service providers include the requirement
 18 that providers agree not to discriminate against applicants based on protected status. It is
 19 important to Pasadena’s Housing Department that its providers offer services in a manner that is
 20 consistent with state and local laws that prohibit discrimination based on protected status.

21 14. For another example, the conditions prohibiting grant recipients from
 22 “promoting” abortions or gender ideology are too vague. Pasadena is unclear what the term
 23 “promoting” means in this context. Would collection of gender data to comply with required
 24 HMIS data standards be treated as “promoting” gender ideology? Would case manager referrals
 25 to physical and behavioral healthcare providers be treated as “promoting” abortions? Such
 26 providers may offer abortions, in addition to many other healthcare services. If the term
 27 “promoting” covers healthcare referrals to places that offer abortions in addition to other medical

1 care, then this condition would effectively prevent case managers from referring clients to
2 healthcare resources for a wide variety of medical treatment.

3 15. On May 12, 2025, Pasadena signed and submitted to HUD the CoC Agreement
4 with the following amendment:

5 “This agreement purports to impose new conditions that were not required at the time of
6 application. In addition, each of these new conditions violates the Separation of Powers
7 doctrine by imposing certain conditions that were not approved by Congress and are not
8 closely related to the purposes of this grant and the program it funds, nor do the conditions
9 serve the purpose of making the administration of this grant more efficient and effective;
moreover, these conditions are also likely void for vagueness and/or violate the
Administrative Procedure Act’s proscription on agency action that is arbitrary and
capricious. Therefore, Recipient is not consenting to the new conditions in the
agreement.”

10 Attached to this Declaration as **Exhibit C** is a true and correct copy of this amended CoC
11 Agreement signed by Pasadena and submitted to HUD.

12 16. To date, Pasadena has not received a response from HUD regarding this
13 amendment to the CoC Agreement. To date, Pasadena has not received the approximately \$6.5
14 million in CoC funding nor has Pasadena been able to draw down these CoC funds.

15 **Negative Impacts from Losing CoC Funding**

16 17. These new conditions force Pasadena to either agree to requirements imposed on
17 grants already awarded to Pasadena, including requirements impossible to comply with, or lose
18 access to approximately \$6.5 million in funding that is critical to the welfare of program
19 participants. The impacts of losing these funds would be devastating for several reasons.

20 18. First, 13 of the 15 individual grants awarded to Pasadena are renewals, meaning
21 that Pasadena has previously received CoC awards for these projects. HUD provides funding for
22 and prioritizes renewal awards in its annual competitive funding round. If Pasadena does not
23 receive the CoC funds this year, the projects would no longer be considered renewals. With
24 likely reductions of funding for HUD in future federal budget cycles and given the competitive
25 nature of CoC awards, this would likely mean forfeiting these funds for the foreseeable future,
26 not just for the FY 2024 round.

1 19. Second, the loss of funding would negatively impact Pasadena because Pasadena
2 has already begun the contracting process with at least one service provider in reliance on the
3 CoC funds that were awarded to Pasadena by HUD on January 14, 2025. This service provider
4 has already begun to incur costs and expects Pasadena to reimburse it. Incurring these costs was
5 reasonable because HUD announced the CoC grant award in January prior to the start of the grant
6 term and did not attempt to attach any “new” grant conditions until late March.

7 20. Third, if Pasadena does not receive the FY 2024 CoC funding, its housing service
8 providers will be significantly and adversely impacted. It is important to remember that the key
9 focus in this work is keeping people in housing. In order to do that, it is imperative that housing
10 providers, with whom Pasadena contracts, receive the funds necessary to support the housing.
11 At least 618 residents in Pasadena will be impacted by the loss of CoC funds.

12 21. Fourth, over 400 individuals are enrolled in CoC-funded permanent housing
13 programs, and the loss of such funding would jeopardize their ability to maintain permanent
14 rental housing. CoC funding provides not only rental assistance and supportive services but also
15 operational support at site-based housing projects.

16 22. Fifth, the loss of CoC funding will impact Pasadena’s ability to sustain existing
17 PSH and create additional supportive housing. Hundreds of current participants in Pasadena’s
18 programs would lose their housing and would be unable to access services they have relied on to
19 achieve and maintain stability and independence. The loss of funding would also affect future
20 participants.

21
22 ///

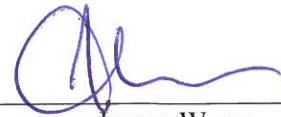
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24 ///

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26 ///

1 23. Finally, the loss of CoC funding will jeopardize the employment of homeless
2 service providers who operate these programs because Pasadena's budget relies on CoC funding
3 to support staffing. At least three to four staff members within the Housing Department may lose
4 their jobs, if HUD refuses to fund Pasadena CoC programs.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 EXECUTED this 20th day of May, 2025.

7
8 
9 James Wong

CERTIFICATE OF SERVICE

I hereby certify that on May 21, 2025, I served a true and correct copy of the foregoing document on the following parties by the method(s) indicated below:

Brian C. Kipnis Annalisa L. Cravens Sarah L. Bishop Rebecca S. Cohen <i>Assistant United States Attorneys</i> Office of the United States Attorney 700 Stewart Street, Suite 5220 Seattle, WA 98101-1271 brian.kipnis@usdoj.gov annalisa.cravens@usdoj.gov sarah.bishop@usdoj.gov rebecca.cohen@usdoj.gov <i>Attorneys for Defendants Scott Turner, U.S. Dept. of Housing and Urban Development, Sean Duffy, U.S. Dept. of Transportation, Tariq Bokhari, the Federal Transit Administration, Gloria M. Shepherd, the Federal Highway Administration, Chris Rocheleau, the Federal Aviation Administration, Drew Feeley, the Federal Railroad Administration</i>	<input checked="" type="checkbox"/> CM/ECF E-service <input type="checkbox"/> Email <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail / Return Receipt Requested <input type="checkbox"/> Hand delivery / Personal service
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I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED this 21st day of May, 2025.

/s/ Gabriela DeGregorio

Gabriela DeGregorio
 Litigation Assistant
 Pacifica Law Group LLP

CERTIFICATE OF SERVICE

PACIFICA LAW GROUP LLP
 401 UNION STREET
 SUITE 1600
 SEATTLE, WASHINGTON 98101
 TELEPHONE: (206) 245-1700
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EXHIBIT A



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

March 11, 2025

Mr. Nicholas Rodriguez
Assistant City Manager
City of Pasadena
P.O. Box 7115
Pasadena, CA 91109

Dear Mr. Rodriguez:

Congratulations! I am delighted to inform you of the funding for your project(s) under the Department of Housing and Urban Development's (HUD) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2024 Continuum of Care (CoC) Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants for a total of \$6,489,316.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of people experiencing homelessness through their local planning efforts and through the direct housing and service programs funded under the FY 2024 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) for each project. The Department's field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend the funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in dark ink, appearing to read "David C. Woll Jr.", is positioned above the printed name.

David C. Woll Jr.
Principal Deputy Assistant Secretary

Enclosure

CA0658L9D072417

2024 Hestia House

351,407

CA0659L9D072417

2024 HMIS

240,804

CA0662L9D072417

2024 CoC Rental Assistance

1,488,019

CA1259L9D072411

2024 Euclid Villa

246,593

CA1363L9D072410

2024 Holly Street Housing

1,120,565

CA1447L9D072409

2024 CES

132,523

CA1706L9D072407

2024 Step Up PSH

512,111

CA1806D9D072406

2024 Community Linkages

153,707

CA2046D9D072403

2024 VOALA Rapid Rehousing for DV Survivors

817,610

CA2047L9D072403

2024 Home First Pasadena

159,545

CA2180L9D072402

2024 Centennial Place PSH Supportive Services
217,723

CA2297L9D072401

2024 The Salvation Army HOPE Center
106,364

CA2298L9D072401

2024 Union Station Combined Rapid Rehousing
248,739

CA2385L9D072400

2024 CoC Planning Project Application
253,558

CA2386D9D072400

2024 Door of Hope Rapid Rehousing for DV Survivors
440,048

Total Amount: **\$6,489,316**

EXHIBIT B

Grant Number/FAIN: CA0658L9D072417

Recipient Name: City of Pasadena-Applicant

Tax ID No.: 95-6000759

Unique Entity Identifier (UEI) Number: JK7YAK6HPFM6

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Pasadena-Applicant (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

☐ The Recipient is a Unified Funding Agency (UFA).

- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$351407, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
CA0658L9D072417	12	2/1/2025-1/31/2026	2/1/2025-1/31/2026	\$351,407
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				\$ <u>0</u>
b. Acquisition				\$ <u>0</u>
c. Rehabilitation				\$ <u>0</u>
d. New construction				\$ <u>0</u>
e. Leasing				\$ <u>91,063</u>
f. Rental assistance				\$ <u>0</u>
g. Supportive services				\$ <u>130,459</u>
h. Operating costs				\$ <u>114,305</u>
i. Homeless Management Information System				\$ <u>0</u>
j. Administrative costs				\$ <u>15,580</u>
k. Relocation costs				\$ <u>0</u>
l. VAWA Costs				\$ <u>0</u>
m. Rural Costs				\$ <u>0</u>
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$ <u>0</u>
Short-term and medium-term rental assistance				\$ <u>0</u>

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

- (1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization.

Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,

“Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Chin Woo Choi
(Signature)
Chin Woo Choi, Acting Director
(Typed Name and Title)
March 28, 2025
(Date/Federal Award Date)

RECIPIENT

City of Pasadena-Applicant
(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Addendum #1 to CA0658L9D072417

OMB Number. 2501-0044
Expiration Date: 2/28/2027**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:

3. Indirect Cost Rate Information for the Applicant/Recipient:

Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

- ☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):

☐ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:

****Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

(1) all information provided on this form is true, complete, and accurate, and

(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and

(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: _____

Date: _____

Name: _____

Title: _____

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number: 2501-0044
Expiration Date: 2/28/2027

**Instructions for Completing the Indirect Cost Information for the Award
Applicant/Recipient**

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	<p>Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients.</p> <p>The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional").</p> <p>If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.</p> <p>If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.</p> <p>If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.</p>
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

EXHIBIT C

Grant Number/FAIN: CA0658L9D072417

Recipient Name: City of Pasadena-Applicant

Tax ID No.: 95-6000759

Unique Entity Identifier (UEI) Number: JK7YAK6HPFM6

**CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Pasadena-Applicant (the “Recipient”).

This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;
5. all current Executive Orders; and
6. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

☐ The Recipient is a Unified Funding Agency (UFA).

- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is \$351407, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

<u>Grant No. (FAIN)</u>	<u>Grant Term</u>	<u>Performance Period</u>	<u>Budget Period</u>	<u>Total Amount</u>
CA0658L9D072417	12	2/1/2025-1/31/2026	2/1/2025-1/31/2026	\$351,407
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				<u>\$0</u>
b. Acquisition				<u>\$0</u>
c. Rehabilitation				<u>\$0</u>
d. New construction				<u>\$0</u>
e. Leasing				<u>\$91,063</u>
f. Rental assistance				<u>\$0</u>
g. Supportive services				<u>\$130,459</u>
h. Operating costs				<u>\$114,305</u>
i. Homeless Management Information System				<u>\$0</u>
j. Administrative costs				<u>\$15,580</u>
k. Relocation costs				<u>\$0</u>
l. VAWA Costs				<u>\$0</u>
m. Rural Costs				<u>\$0</u>
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				<u>\$0</u>
Short-term and medium-term rental assistance				<u>\$0</u>

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:**The Recipient:**

This agreement purports to impose new conditions that were not required at the time of application. In addition, each of these new conditions violates the Separation of Powers doctrine by imposing certain conditions that were not approved by Congress and are not closely related to the purposes of this grant and the program it funds, nor do the conditions serve the purpose of making the administration of this grant more efficient and effective; moreover, these conditions are also likely void for vagueness and/or violate the Administrative Procedure Act's proscription on agency action that is arbitrary and capricious. Therefore, Recipient is not consenting to the new conditions in the agreement.

- (1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- (2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- (3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- (4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and
- (5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.


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The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization.

Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice,

“Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: Chin Woo Choi
(Signature)

Chin Woo Choi, Acting Director

(Typed Name and Title)

March 28, 2025

(Date/Federal Award Date)

RECIPIENT

City of Pasadena-Applicant
(Name of Organization)

BY: Nicholas Rodriguez
(Signature of Authorized Official)

Nicholas Rodriguez Assistant City Manager

(Typed Name and Title of Authorized Official)

05/12/2025

(Date)

APPROVED AS TO FORM:

Dion O'Connell
Dion O'Connell
Assistant City Attorney

ATTEST:

Sandra Robles
Sandra Robles
Sr. Assistant City Clerk

Addendum #1 to CA0658L9D072417

OMB Number. 2501-0044
Expiration Date: 2/28/2027**Indirect Cost Information for Award Applicant/Recipient**

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient: **City of Pasadena**

3. Indirect Cost Rate Information for the Applicant/Recipient:

Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

- ☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.
- ☒ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):

☒ Initial submission ☐ Update

5. Effective date(s):

2/1/2025- 1/31/2026

6. Certification of Authorized Representative for the Applicant/Recipient:

****Under penalty of perjury, I certify on behalf of the Applicant/Recipient that**

(1) all information provided on this form is true, complete, and accurate, and

(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and

(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature:  Nicholas Rodriguez (May 12, 2025 20:13 PDT)

Date: 05/12/2025

Name: Nicholas Rodriguez

Title: Assistant City Manager

****Warning:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

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